

(2108/1309)

Gayle Petersen, City Clerk

**Joint Use Cooperative Agreement Between  
The San Lorenzo Unified School District and  
The City of San Leandro  
to Engage in Joint Venture Projects at the Manor Branch Library**

This Joint Use Cooperative Agreement dated May 7, 2002, is made between the San Lorenzo Unified School District ("District") and the City of San Leandro ("City").

**Whereas**, the purpose of this Joint Use Cooperative Agreement ("Agreement") is to describe and establish joint venture projects as specified in Education Code Sections 19994(a) and 20440(e)(3)(g).

**Whereas**, the City and the District have demonstrated a sustained collaborative working relationship; and

**Whereas**, during the past 22 years, the District has participated in the Library's Annual Summer Reading Program, encouraging school age children to continue their reading skills during the summer months; and

**Whereas**, during this same period, the District has participated in Library Community Enrichment and Outreach Programs including multi-cultural, educational, literary, and leisure programs; and

**Whereas**, during this same period, the District classes have toured and visited the Manor Branch Library for library instruction and usage; and

**Whereas**, toddler and preschool story time at the Library each week encourages early language and literacy development, thereby contributing to the child's future success in school, and

**Whereas**, these joint activities are in addition to a long standing relationship; and

**Whereas**, the City of San Leandro and the San Lorenzo Unified School District have collaborated together to improve the playing field at Washington Manor Middle School, which is in the Manor Branch Library service area; and

**Whereas**, the City of San Leandro has provided computer equipment to Arroyo High School, in the Manor Branch Library service area, to link high school students to the San Leandro Public Library's electronic catalog and on-line reference databases; and

**Whereas**, members of the San Lorenzo Unified School Board and members of the City of San Leandro City Council meet on a regular basis to exchange educational ideas and discuss issues of mutual concern;

Now therefore, the City of San Leandro and the San Lorenzo Unified School District find that it is mutually beneficial to continue and expand upon the collaborative partnership in a way that will reinforce and strengthen the learning process of school age children and agree as follows:

1. **JOINT VENTURE PROJECTS.** The City and the District agree to engage in joint venture projects in at least three service areas-**Computer Center Student Learning Activities, Family Literacy Center Activities and The Homework Center Activities.** This agreement is contingent upon a newly constructed Manor Branch Library with the necessary space and equipment to conduct these activities. If the City fails to receive state funding to construct the library and engage in the joint venture projects, this agreement shall terminate.

2. **SCOPE OF COMMUNITY NEEDS AND NEW FACILITIES**

A. **Needs Assessment**

The City spent considerable time developing a Needs Assessment with extensive community input. The community asked the City to include the following elements in a new library:

- Increase the size of the Manor Branch Library to meet the growing and more diverse population.
- Improve Manor Branch Library public space and work space to adequately provide and deliver library services, materials, and programs to the neighborhood.
- Design Manor Branch Library to support new services such as modern technology, on-line electronic reference databases, new media formats.
- Provide additional space for more books and materials, tables, chairs, computers.
- Provide access to the San Lorenzo School District e-Learning Project after school, evenings, and week-ends via the Manor Branch Library Computer Center.
- Provide classroom space in San Leandro for the San Lorenzo Unified School District Community Based English Tutoring (CBET) program, which currently meets in Hayward, although participants live in the Manor Branch Library Service area.
- Provide transportation to and from the CBET program.
- Provide child care activities while parents attend English classes.
- Provide homework assistance after school for latchkey and “at-risk” students.
- Provide job opportunities for the youth of the community.
- Ensure that the Manor Branch Library will meet current ADA standards and building code compliance.
- Provide a meeting facility to accommodate a civic gathering place in the neighborhood.

## **B. New Library Services**

**Computer Center Student Learning Activities.** As a result of the Needs Assessment, the City is incorporating a Computer Center into the new Library building. Under this agreement, one of the primary uses of the Computer Center at the new Manor Branch Library will be to provide state of the art technology resources for school age children and their families.

The Computer Center will house computer systems with electronic resources and educational technologies to assist with 4-12 student learning activities. The Center will also have compatible electronic network and connection links to the San Lorenzo Unified School District e-Learning Project.

The San Lorenzo Unified School District eLearning Project supports project-based technology integration. The project provides wireless laptop computers to students in grades 4-12 at eight pilot schools and classroom and wireless mobile carts with laptops at the remaining schools. The District has installed a wireless network at all schools in the District. Each classroom and library has a wireless access point. Teachers volunteer to be trained as an eLearning teacher. Staff development and support is ongoing. The purpose of the eLearning initiative is to provide an atmosphere where real world skills in a technology rich classroom support project-based learning.

Access to the eLearning Project is available at San Lorenzo School District sites during the school day hours only. The Library Computer Center will offer after-school, evening, and week-end access to the school district's electronic and on-line educational resources when the schools are closed. This will provide an additional 33 hours of accessibility per student/per week, at the Manor Branch Library. The Library will have compatible linkage to the San Lorenzo Unified School District's eLearning Project.

## **C. Literacy Programming**

**Family Literacy Center Activities.** The Community, as a result of the Needs Assessment, requested the creation of a Family Literacy Program. The Family Literacy Center will house materials and provide space for tutoring and instructional activities to improve the ability of K-6 students and their parents, or caregivers to read and write English and to develop lifelong learning skills. The Center will be a community site for the use of the San Lorenzo Unified School District's Community Based English Tutoring Program (CBET). These activities will be scheduled during school hours.

The Community Based English Tutoring Program (CBET) is a state funded initiative that provides English language learning opportunities to adults. Adults must volunteer to read to their children in English as their commitment toward learning English.

Reading materials are provided to the adults in the program. The San Lorenzo Unified School District's CBET coordinator schedules classes throughout the District and at public library locations. Child care is provided at no cost. The Library and Unified

School District will operate a CBET site at the Manor Branch Library. The instructor will be provided and funded by the School District.

#### **D. Homework Center**

**Homework Center Activities.** This facility will house space to provide materials and formal support to assist K-6 students with homework and/or study assignments. Support will focus on the needs of students, including general assistance in reading, writing, science, language, math, study skills, and individual student assignment assistance. A collection comprised of each authorized textbook used in the San Lorenzo School District will be made available for student use. Students will have small group instruction as well as one-on-one tutoring.

The Homework Center will be in a unique position to reach latchkey students and “at-risk students,” who are struggling or failing in a traditional school setting. The Library setting will allow staff and volunteers to use different, innovative, and alternative, learning styles when working with school age children, such as peer-mentoring, bi-lingual assistance, and student-paced learning. Trained high school students from the Arroyo High School Teaching and Learning Academy program will assist professional staff at the Homework Center. Arroyo High School is located within the service area of Manor Branch Library. An expressed community need is for job opportunities for the youth of the service area. Through the Library Homework Center, meaningful job opportunities will be made available to the teens of the community.

### **3. ROLES AND RESPONSIBILITIES OF THE PARTIES**

#### **A. The San Lorenzo Unified School District**

- (1) The District will provide a school district van (Community Technology Center van) and driver to transport students, parents, and caregivers to and from school sites to the Computer Center and Family Literacy Center. The Manor Branch Library will become an official site for the school district’s CBET program.
- (2) The District will provide students in grades 4-12 with portable laptop computers that may be used at the Library Computer Center linking the student to the age-appropriate Internet Reference sites and educational software programs approved by the San Lorenzo School District.
- (3) The District will create computer literacy activities for students and their families or caregivers. The District will offer extra-curricular learning opportunities to students, parents, and caregivers at the Computer Center.
- (4) The District will provide recommended and appropriate support tools such as bibliographies, listing of web sites, and pathfinders for K-6 access off school site.

- (5) The District will provide electronic access to school approved Internet sites and appropriate school curriculum resources.
- (6) The District will provide instructors for small group education, including reading, and writing as part of the CBET Program. The CBET Program will be expanded as a result of adding a third site at the Manor Branch Library.
- (7) The District will recruit and train high school student homework aides to work at the Library Homework Center/Computer Center through the Arroyo High School Teacher and Learning Academy, professors at Chabot College, the area's local community college, train academy students.
- (8) The District will make available at least one copy of each authorized textbook used in the K-12 Curriculum.
- (9) The District will post homework assignments on-line for student retrieval and communicate with Library staff regarding class homework assignments and coordinate library reserves of limited materials.
- (10) The District will provide communications to the parents and community regarding services available at the Manor Branch Library through district and school newsletters and the district web site.
- (11) The District will supervise all San Lorenzo Unified School District professional or para-professional staff assisting at the Manor Branch Library.

**B.     The City of San Leandro**

- (1) The City shall make available to public and student clientele current and up-to-date Library technology resources including access to the Internet and paid subscription-based electronic learning databases.
- (2) The City shall provide educational software and CD-ROMs to improve reading, writing, computer, and language literacy activities.
- (3) The City shall provide a multi-functional classroom space to accommodate a combination Computer Center, Homework Center, and Family Literacy Center at the Manor Branch Library.
- (4) The City shall furnish the multi-functional classroom space with physical facilities such as desks, chairs, computers, video projection unit, screen, white boards, telephone, etc.
- (5) The City shall provide the required compatible electronic linkage system to connect the San Lorenzo School District E-Learning Laptop Project to the San Leandro Manor Branch Library.

- (6) The City shall provide additional portable laptop computers that will be used to link students to all the electronic resources available through the District.
- (7) The City shall provide specialized print and electronic resource collections in response to curriculum needs, including designated computer time for student homework needs.
- (8) The City shall train school district professional, para-professional staff, students, parents, and caregivers in a range of computer literacy classes covering introductory and advanced skill levels. These will include, but not be limited to, the use of the Library electronic catalog, basic computer skills, introduction to the Internet, and use of specialized library databases.
- (9) The City shall staff the homework center after school with students recruited and trained by the District and submit progress reports and solicit input from teachers and parents of children registered at the Homework Center.
- (10) The City shall provide the on-site technical hardware and infrastructure support through the City's Information Management Services Division.
- (11) The City shall provide classroom space for the use of the Community Based English Tutoring Program (CBET)
- (12) The City shall provide resource and educational learning materials for the use of the Community Based English Tutoring Program. (CBET)
- (13) The City shall host library story hour and pre-school arts and crafts activities for children whose parents are attending the CBET Program.
- (14) The City shall train and recruit bi-lingual tutors and volunteers to do one-on-one tutoring and small group instruction.
- (15) The City shall host literacy training programs for students, their families, and caregivers.
- (16) The City shall have responsibility for the Manor Branch Library facility operation, maintenance, and management.
- (17) The City shall provide building and equipment maintenance, including maintenance of all computer equipment.

#### **4. FACILITIES FOR JOINT USE PROGRAMS**

##### **A. Location of Library**

The proposed joint use projects will be located at the newly constructed Manor Branch Library at 1241 Manor Blvd., San Leandro, California. The site is within walking distance of six elementary schools, one middle school, and one high school.

**B. Library Hours**

Library hours of service for students and the public shall be from Monday through Thursday, 10 a.m. to 9 p.m., Friday, 10 a.m.-5:30 p.m., and Saturday, 10 a.m.-5 p.m. The library will be open 58.5 hours each week. There may be times that the Branch Library will be closed to the public in the morning, no more than twice a week, to accommodate students from the local schools for library tours, class visits, computer training and student research.

**C. The Number and Classifications of Staff Members**

Library staff will include one Senior Librarian, one Librarian, one Senior Library Assistant, three Library Clerks, one Homework Center Teacher, five Homework Student Assistants, and five Library Pages.

**D. Volunteers**

Community volunteers, both adults and young adults, will be recruited, screened, and trained by the Library. The Library has a long-standing volunteer coordination program already set in place with over 350 Library volunteers serving at all City libraries.

**E. Ownership**

The City of San Leandro will have ownership of the Manor Branch Library building, its furnishings, equipment and the entire book and materials collection.

**F. Responsibility for Facility Operation, Maintenance, and Management**

The City of San Leandro will be responsible for the facility operation, maintenance, and management of the Manor Branch Library.

**5. FUNDING**

Funding for the Manor Branch Library, the initial furniture and equipment, and areas for the activities described in this agreement may be offset by revenues from the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000. Ongoing operations of the Library will be funded by the City of San Leandro General Fund. District programs will be funded by the Community Based English Language Tutoring Program and the Community Technology Center's Tech Van Program funds.



**6. REVIEW AND MODIFICATION PROCESS**

During the first year of this agreement, an equal number of representatives from the Library and the District will meet quarterly to review, evaluate and modify the conditions of this agreement. During year #2, an equal number of representatives will meet biannually, and in year #3 and beyond, representatives will meet biennially to review and modify this agreement. Review and modification meetings may be called as needed by either agency with a 30-day notice.

**7. THE FIELD ACT**

The Manor Branch Library project is subject to the Field Act requirements for review of plans and specifications by the Division of the State Architect for structural safety, disabled access and fire/life safety. The rationale for this qualification is that the Library computer center will be constructed to accommodate more than 24 students in grades K-12 at any one time.

**8. TERM OF THIS AGREEMENT**

The City of San Leandro and the San Lorenzo Unified School District enter into this cooperative agreement for joint use library services for a period of 20 years following completion of the project.

The facility itself shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the City of San Leandro may have with other jurisdictions or parties. Either party may terminate this agreement with 180 days notice if state funding for the agreement is terminated.

**9. DISPUTE RESOLUTION**

If either party defaults in its performance, the aggrieved party shall promptly notify the defaulting party in writing within thirty (30) days. Any dispute shall be first addressed at an administrative level between the parties. If a successful resolution cannot be obtained at the administrative level, the dispute shall be forwarded to the governing body of each party.

**10. INDEMNIFICATION**

The District shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of the District or its employees, subcontractors, or agents, by acts for which they could be held strictly

liable, or by the quality or character of their work. The foregoing obligation of District shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of the District or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

The City shall indemnify, defend with counsel selected by the District, and hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of the City or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of the City shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of the City or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

#### 11. CHANGES AND AMENDMENTS

Either party may request changes in the scope of services. Any mutually agreed upon changes shall be effective when incorporated in written amendments to this Agreement. The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual agreement in writing. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

By: Janis A. Duran  
Janis A. Duran  
Superintendent  
San Lorenzo Unified School District

By: John J. Jermanis  
John J. Jermanis  
City Manager  
City of San Leandro

Attest: Gayle Petersen  
Gayle Petersen, City Clerk  
City of San Leandro

Approved as to Form: Liane M. Randolph  
Liane M. Randolph, City Attorney  
City of San Leandro